

FILE

FEDERAL COMMUNICATIONS COMMISSION

Washington, D. C. 20554

NOV 20 2003

OFFICE OF
MANAGING DIRECTOR

Terry Keith Hammond
President and General Manager
MonsterFM.com/KBKH
Post Office Box
Shamrock, TX 79079

Re: Station KBKH-FM, Shamrock, Texas
FY 2003 Regulatory Fee
Fee Control No. 00000RROG-03-107

Dear Mr. Hammond:

This letter responds to your request dated September 17, 2003, submitted on behalf of Station KBKH-FM, Shamrock, Texas, for a waiver of the \$475.00 fiscal year (FY) 2003 regulatory fee on the grounds of financial hardship.

You state that Station KBKH-FM "has been under a maliciously contrived 'political attack' by the Shamrock (Texas) Economic Development Corporation (SEDC) during the past 20 months and that [y]our gross monthly billing has been at or about \$800 per month since 2002." You state that the director of the SEDC "systematically collected more than 90 percent of all revenues generated with the station license during 2002 and deposited it into [an escrow account] at a local bank[.]" You state that during these past 20 months, you have operated the station at a negative cash flow "with no end in sight to the hostilities of the [SEDC] . . . and the local city government." You state that the station's local utility bills "exceed the amount generated by [y]our current level of advertising sales." In support, you attach invoices from the past three months involving your sole paying clients. You also attach documents from former clients who have "cancelled and refused to renew advertising contracts [and] are refusing payments to" you in light of the dispute with the SEDC. In addition, you attach various other documents relating to your dispute with the SEDC, including pleadings filed with the District Court of Wheeler County, Texas.

The Commission may waive, reduce, or defer regulatory fees only upon a showing of good cause and a finding that the public interest will be served thereby. *See* 47 U.S.C. §159(d); 47 C.F.R. §1.1166; *see also Implementation of Section 9 of the Communications Act, Assessment and Collection of Regulatory Fees for the 1994 Fiscal Year, Report and Order*, 9 FCC Rcd 5333, 5344 (1994), *on recon.*, *Memorandum Opinion and Order*, 10 FCC Rcd 12,759, para. 12 (1995) (regulatory fees may be waived, deferred, or reduced on a case-by-case basis in extraordinary and compelling circumstances upon a clear showing that a waiver would override the public interest in reimbursing the Commission for its regulatory costs). The Commission will waive, reduce or defer its regulatory fees in those instances where a petitioner presents a compelling case of financial hardship.

See Implementation of Section 9 of the Communications Act, 9 FCC Rcd 5333, 5346 (1994), *on recon*, 10 FCC Rcd 12759 (1995). Regulatees can establish financial hardship by submitting:

information such as a balance sheet and profit and loss statement (audited, if available), a cash flow projection . . . (with an explanation of how calculated), a list of their officers and their individual compensation, together with a list of their highest paid employees, other than officers, and the amount of their compensation, or similar information. 10 FCC Rcd at 12761-12762.

In the absence of such documentation, or other relevant showing, you have failed to establish a compelling case for relief. Therefore, your request for a waiver of the FY 2003 regulatory fee for Station KBKH-FM is denied. Payment of the FY 2003 regulatory fee is now due. The \$450.00 regulatory fee should be filed together with a Form FCC 159 (copy enclosed) within 30 days from the date of this letter. However, in view of your allegations of financial hardship, in lieu of payment, you may refile Station KBKH-FM's request for waiver together with appropriate supporting documentation and a request to defer further payment of the fee, within 30 days from the date of this letter.

If you have any questions concerning this letter, please contact the Revenue and Receivables Operations Group at (202) 418-1995.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Reger", with a stylized flourish at the end.

Mark A. Reger
Chief Financial Officer

Enclosure

00000RROG-03-107

FCC/MELLON

SEP 22 2003

MonsterFM.com/KBKH

P O Box 688
Shamrock, Texas 79079

(806) 256-1221 (Voice)
(806) 806-1223 (Fax)

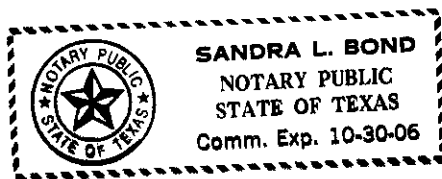
KBKH@MonsterFM.com



September 17, 2003

Sworn Affidavit of Licensee

I, Terry Kerth Hammond, do hereby attest, to the best of my knowledge and abilities, that the attached documentation is a true and honest representation of the current financial condition of radio station KBKH (FCC Facility ID #81640)



Terry Kerth Hammond
Terry Kerth Hammond

Sandra L. Bond
Notary

10/30/2006
My Commission Expires

RECEIVED SEP 25 2003

MonsterFM.com/KBKH

P O Box 888
Shamrock, Texas 79079

(806) 256-1221 (Voice)
(806) 256-1223 (Fax)

kbkh@kbkh.com

September 17, 2003

FCC, Regulatory Fees
P O Box 358835
Pittsburgh, PA. 15251-5835
Attn. FCC Module Supervisor

Dear Sir,

I, Terry Keith Hammond, as licensee of radio station KBKH (Facility ID 81640) would most respectfully request a waiver of our annual regulatory fees in the amount of \$475.00. As grounds for this request, I would submit that our business has been under a maliciously contrived "political attack" by the Shamrock (Texas) Economic Development Corporation during the past 20 months and our gross monthly billing has been at or about \$800 per month since August of 2002. (Please see the attached invoices from the past three months. These are all invoices involving all of our paying clients and there are no others.) The station's local utility bills (telephone, electrical power, garbage pickup, water, etc.) exceed the amount generated by our current level of advertising sales.

I also would like to call your attention to additional attached documentation in which former clients who have since cancelled and refused to renew advertising contracts are refusing payments to us because "there is a dispute concerning the ownership of the station and we have decided to withhold payments until such time as you can prove ownership." These same people treat our federally entrusted license as if it doesn't exist and insist that they need to "see some form of TEXAS issued authority to prove ownership of the station". Otherwise, the clients do not dispute the validity of the contracts and that it was myself who had personally approved said contracts. They simply refuse to pay pending the producing of some form of "Texas license to broadcast". (This is a part of the tactic of the Shamrock Economic Development Corporation to force us into insolvency in the misguided hopes that we will be forced to – in their own words – "turn off the station and we can take it over in the name of the city government at that point".)

By way of background The former station management, while operating under an LMA agreement with the former licensee, had borrowed monies totaling \$135,000.00 with Shamrock Economic Development Corporation as guarantor. When former management defaulted and left town, I had approached both the former licensee (regarding the license) as well as Shamrock Economic Development Corporation (regarding the real properties). The former licensee was receptive, an LMA agreement was signed and placed in effect (thereby allowing us to continue the operation of the station,

pending the transfer of the license) and a proper transfer of the license was initiated and subsequently approved. Meanwhile, Shamrock Economic Development Corporation became involved with an attorney and a radio station broker who advised them to "foreclose on that station and sell it off at top dollar instead of settling for only the loan payoff amount." Therefore, Shamrock Economic Development Corporation attempted an armed "takeover" of the station on July 29, 2002 and forced us to move to an alternate location due to their legitimately held lien against the building in which the station was previously housed. At this point, all negotiations for the purchase of the real properties formerly associated with the station ceased due to my inability to effectively negotiate with a gun barrel.

Subsequently, a vicious door-to-door campaign was launched (please see the attached affidavit signed by Shamrock Economic Development Corporation director Mr. David Rushing in which Mr. Rushing discusses his contacting businesses known to advertise with the station) in which city employees and Shamrock Economic Development Corporation director David Rushing advised people who either were previously or potentially could begin advertising with the station to immediately cease all advertising and, instead of making payments for such advertising as were already owed to the station, instead to direct those payments to the Shamrock Economic Development Corporation's director. (The gentleman systematically collected more than 90% of all revenues generated with the station license during 2002 and deposited it into a local bank account listed as "KRMN Escrow Account" but set up under his personal name as the director of Shamrock Economic Development Corporation. (KRMN is the station's former call sign. Also, please see the attached affidavits accepted by the local courts in which the director of the Shamrock Economic Development Corporation claims to have "hired Terry Keith Hammond to run KRMN for the Economic Development Corporation" even after I had personally secured a legitimate LMA agreement with the former licensee and initiated actions which subsequently resulted in the reassignment of the license. The entire "dispute" seems to center on the Shamrock Economic Development Corporation director's claims that he is the rightful "owner" of the radio station due to the former lessee's default on the bank note that was secured by Shamrock Economic Development Corporation despite the fact that a broadcast license can not be used as collateral in such an agreement and despite the fact the former lessees were not the licensee when the loan agreement was consummated.)

I, as the station licensee, do NOT wish to "give up" and cease in my efforts at serving the public in the immediate area. I do not wish to allow such unlawful "strong-arm" tactics as the Shamrock Economic Development Corporation's failed armed takeover of our facilities to force us to give up our station license due to "lack of income" and further, I feel that, as the area's ONLY locally programmed broadcast facility that originates well over 80% of our programming in-house, it would be a detriment to the entire community for us to cease operations for any length of time. Our station has received much correspondence within the past few months alone from both travelers on Interstate-40 during a "night of numerous tornadoes" and from local citizens who credit our station with the saving of numerous lives due to my own personal conviction to bringing severe storm warnings to the public at all costs. We also

September 17, 2003

do not hesitate to tackle local issues and, when allowed, we actively promote (free of charge) the opening of new businesses as well of many numerous public service announcements for both local causes as well as uncounted public safety campaign in which our station is a part

I have personally operated this station at a negative cash flow during the past 20 months with no end in sight to the hostilities of the Shamrock Economic Development Corporation and the local city government. This, more than anything else, should certainly demonstrate my commitment to "super serving" our local community. I did not take on the responsibilities of a broadcast station as a means of generating financial gain. I strive, on a day to day basis, to fulfill each and every obligation set forth in the Commission's rules and regulations to the absolute best of my abilities and pledge to continue to do so for as long as I am physically and/or mentally capable despite my current financial situation which is wholly caused by the malicious and premeditated actions of the Shamrock Economic Development Corporation's failure to reach an agreement when the opportunity was presented and by their apparent continued failure to understand that a broadcast license can not be pledged as collateral in a property loan situation, particularly when the loan did not involve the (former) station licensee and was made with parties who only held an LMA agreement with the (former) licensee.

Therefore, it is with great regret that I must most respectfully request a waiver of the Annual Regulatory Fees, due to extreme financial hardship, for radio station KBKH (FCC Facility ID #81640) that are due and payable on September 24, 2003

Sincerely,

Terry Keith Hammond
President/General Manager

KBKH-FM STATEMENT

FROM: MONSTERFM.COM/KBKH-FM
P.O. BOX 688
SHAMROCK, TX. 79079
(806) 256-1221

ACCOUNT # 0012

YOUR BUSINESS IS MOST
SINCERELY APPRECIATED!

TO: WAITING TEEN MEDIA
5301 BRINKMAN
AMARILLO, TX. 79106

SPONSOR: WAITING TEEN MEDIA

Listing of Activity on this Account Through 09/17/2003

Page 1

DATE	REFERENCE	CUSTOMER P.O. #	TRANSACTION	AMOUNT BILLED	CURRENT BALANCE
07/30/03	03-07-001		KBKH-FM JUL03 Advrtsng		
			40 Brdcsts WAITING TEEN	240.00	
07/30/03	03-07-001		-Agency Commission	-36.00	
08/30/03	03-08-039		-Payment Ck	-193.97	10.03
08/31/03	03-08-037		KBKH-FM AUG03 Advrtsng		
			40 Brdcsts AUGUST, 2003	240.00	
08/31/03	03-08-037		-Agency Commission	-36.00	204.00
PLEASE TAKE NOTE! THIS ACCOUNT CARRIES A PAST DUE BALANCE.					

PLEASE PAY THIS AMOUNT | 214.03

ACCOUNT AGING SUMMARY

121+ DAYS	91-120 DAYS	61-90 DAYS	31-60 DAYS	CURRENT
0.00	0.00	0.00	10.03	204.00

KBKH-FM STATEMENT

FROM: MONSTERFM.COM/KBKH-FM
P.O. BOX 688
SHAMROCK, TX. 79079
(806) 256-1221

ACCOUNT # 0004

YOUR BUSINESS IS MOST
SINCERELY APPRECIATED!

TO: BARNETT MARKETING & MEDIA SVCS
P.O. BOX 1233
ELK CITY, OK. 73648

ACCOUNT REP: AGENCY (BARNETT)

SPONSOR: ELK CITY KAWASAKI/SUZUKI

Listing of Activity on this Account Through 09/17/2003

Page 1

DATE	REFERENCE	CUSTOMER P.O. #	TRANSACTION	AMOUNT BILLED	CURRENT BALANCE
07/31/03	03-07-002		KBKH-FM JUL03 Advrtsng		
			344 Brdcsts ELK CITY KA	688.00	
07/31/03	03-07-002		-Agency Commission	-172.00	516.00
08/31/03	03-08-008		KBKH-FM AUG03 Advrtsng		
			337 Brdcsts ELK CITY KA	674.00	
08/31/03	03-08-008		-Agency Commission	-168.50	505.50
PLEASE TAKE NOTE! THIS ACCOUNT CARRIES A PAST DUE BALANCE.					

PLEASE PAY THIS AMOUNT | 1021.50 |

ACCOUNT AGING SUMMARY

121+ DAYS	91-120 DAYS	61-90 DAYS	31-60 DAYS	CURRENT
0.00	0.00	0.00	516.00	505.50

United States of America
FEDERAL COMMUNICATIONS COMMISSION
LOW POWER FM BROADCAST STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

NORTH ALABAMA PUBLIC SERVICE BROADCASTERS
P.O. BOX 675
JASPER AL 35501

James D. Bradshaw
Associate Chief
Audio Division
Media Bureau

Facility ID: 135721

Grant Date: September 10, 2003

Call Sign: NEW

This permit expires 3:00 a.m.
local time, 18 months after the
grant date specified above.

Permit File Number: BNPL-20010615BBC

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be made only in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules. See Section 73.875.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: NORTH ALABAMA PUBLIC SERVICE BROADCASTERS

Station Location: AL-JASPER

Frequency (MHz): 97.7

Channel: 249

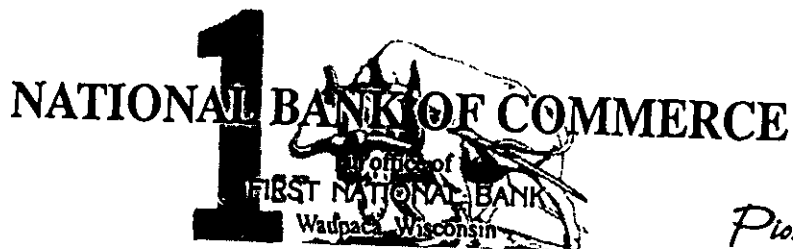
Class: LP100

Hours of Operation: Unlimited

HOME MEDICAL STORE: The debtor flatly refuses to pay and referred us to their attorney, John Mann. No logical explanation of refusal to pay from Mann other than debtor refuses to pay on his (Mann's) advice. A copy of the current contract was sent to debtor who, while not denying the contract is valid and enforceable still absolutely refuses to cooperate "on the advice of Mr. Mann". (Updated: April, 2003)

SHAMROCK GAS ANALYSIS: The debtor just refuses to cooperate. Requested proof of debt. Sent them documentation substantiating debt and never got a response from that other than a referral to their attorney John Mann. Again, a dead end with debtor again demanding proof of debt after having previously seen proof and claiming to have paid a "Mr. Rushing" in full "at the end of last year (2002)" as he is apparently regarded by the debtor to be the "real owner of the radio station". (Updated: March, 2003)

NATIONAL BANK OF COMMERCE: This debtor also refuses to cooperate. At first, denied existence of a current contract. Upon being confronted with proof of the contract (signed during May of 2003 between Terry Keith Hammond and a bank officer located in Pampa, Texas), admitted that a contract did exist but, had been advised, "Mr. Rushing has the only other copy" and (Mr. F C. Hilburn) "was told the radio station couldn't possibly have had a copy of that (contract) because he (Mr. David Rushing) has forcibly removed the contract from the possession of the radio station (Hammond)" and that "the contract is now in the possession of David Rushing". Still refused to cooperate and then began insisting "We made payment in full to Mr. David Rushing during January (2003) and should have our account noted as 'Paid in Full'." (Updated: May, 2003)



*Pioneers In
Your Financial Future*
Member F.D.I.C.

January 10, 2003

Mr. Keith Hammond
Monster FM. Com / KBKH
P. O. Box 688
Shamrock, TX. 79079

Dear Mr. Hammond;

National Bank of Commerce continues to be contacted by your collection agency and its attorney regarding prior advertising. As I referenced in my letter dated October 22, 2002, National Bank of Commerce does not have a contract with Monster FM.com / KBKH. Our only contract is with KRMN and we are aware of the dispute with KRMN and the Shamrock Economic Development Corporation.

As a result of this litigation, we have already escrowed into the KRMN escrow account held by the Shamrock Economic Development Corporation the June and July payments totaling \$690.00 and will escrow the August through October payments totaling \$1,035.00 for an aggregate amount of \$1,725.00.

I am referring again to our letter of October 22, 2002 and reiterating that any air time with Monster FM. Com / KBKH was not and is not authorized by National Bank of Commerce, Shamrock, Texas and requests all mentioning of our name remain off the air.

Sincerely,

F C Hilburn, Jr.
Vice President

FC/bl

☐ 501 Commerce Street
P.O. Box 1020
Childress, TX 79201
Phone (940) 937-2514
Fax (940) 937-2615

☐ 1224 N. Hobart Street
P.O. Box 2750
Pampa, TX 79066
Phone (806) 665-0022
Fax (806) 665-2102

☐ 305 N. Main Street
P.O. Box 590
Shamrock, TX 79079
Phone (806) 256-2181
Fax (806) 256-2752

☐ 621 Second Street
P.O. Box 24
Chetek, WI 54728
Phone (715) 924-4851
Fax (715) 924-2454

☐ 148 N. Main Street
P.O. Box 295
Iola, WI 54945
Phone (715) 445-3211
Fax (715) 445-3939

☐ 111 Jefferson Street
P.O. Box 269
Waupeca, WI 54981
Phone (715) 258-5511
Fax (715) 258-8401

☐ 101 E. Main Street
P.O. Box 130
Weyauwega, WI 54983
Phone (920) 867-4611
Fax (920) 867-4614

NATIONAL BANK OF COMMERCE

an office of
FIRST NATIONAL BANK
Waupaca, Wisconsin

*Pioneers In
Your Financial Future*
Member FDIC

September 5, 2003

Mr. Keith Hammond
Monster FM.com/KBKH
P. O. Box 688
Shamrock, TX 79079

Dear Mr. Hammond.

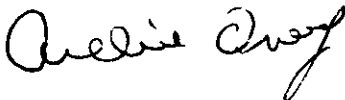
I apologize that you are upset with our bank. I am sure you feel you have reason to be less than satisfied.

However, there seems to be some dispute with the EDC about who is actually owed the funds you claim we owe to you. Therefore, we have done the prudent thing, and effectively escrowed the funds until actual ownership can be ascertained by the courts. If you establish ownership, the funds will be paid to you.

Secondarily, you are not happy with our bank services and have moved your accounts. I think that is best for all parties. We did place a "hold" on your account earlier in the year, because of some concern about the collectability of a personal check. There were no fees collected as a result of this "hold". The total fees we charged were \$108.00, and have been determined to be justified.

Please refrain from further mention of our bank or our employees.

Sincerely,



Archie Overby
President/CEO

Please reply to

☐ 501 Commerce Street
PO Box 1020
Childress, TX 79201
Phone (940) 937-2514
Fax (940) 937-2615

☐ 1224 N Hobart Street
PO Box 2750
Pampa, TX 79066
Phone (806) 665-0022
Fax (806) 665-2102

☐ 305 N Main Street
PO Box 590
Shamrock, TX 79079
Phone (806) 256-2181
Fax (806) 256-2752

☐ 621 Second Street
PO Box 24
Chetek, WI 54728
Phone (715) 924-4851
Fax (715) 924-2454

☐ 148 N Main Street
PO Box 295
Iola, WI 54945
Phone (715) 445-3211
Fax (715) 445-3939

☐ 111 Jefferson Street
PO Box 269
Waupaca, WI 54981
Phone (715) 258-5511
Fax (715) 258-8401

☐ 101 E Main Street
PO Box 130
Weyauwega, WI 54983
Phone (920) 867-4611
Fax (920) 867-4614

Contract # 4136



PO Box 688 • 201 North Main Street • Shamrock, TX 79079 • (806)-256-3838 • (806)-256-1005 FAX
 WWW.KRMN.COM
 927@KRMN.COM

Shamrock Broadcasting of Texas, Inc

Client: National Bank of Commerce Date: 5/08/02
 Representative: Sonny Hillburn Phone: 256-2181
 Address: PO Box 2750 Fax: 256-2752
ampa, tx. 79066 E-Mail: _____

Promotion: Year Contract Length of Spots: 10 ☐ 30 ☒ 60 ☐
 Start Date: 5/08/02 End Date: 5/08/03 Need Affidavit? Yes ☐ No ☒
 Rate Per Spot: \$5.75 Monthly Cost: _____ Total Cost: _____

Schedule:

Week Of	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<u>5/08/02</u>		<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	

Copy: Provided ☒ Pick Up ☐ Agency ☐ Call Client with Spot before Air? Yes ☐ No ☒ File Number: A125A-F

Terms:
 All advertising contracts signed with Shamrock Broadcasting of Texas Inc, dba 92.7 KRMN, are subject to final approval by station management. All contracts are billed at the end of each month with payment due on the 10th day of the month. Late fees of \$25.00 will be applied to all late payments. Either 92.7 KRMN or client may cancel contracts with 30 days written notice. All contracts cancelled by client are subject to \$75.00 cancellation fee. Upon cancellation, any past due charges and payments become immediately due. Client must provide and update all copy and advertising content. All announcements not broadcast due to technical or other circumstances beyond station control, will be re-broadcast at no additional charge at a time suitable to station and client.

Advertiser or Agency: Shady Timberland Salesperson: [Signature]
 Station Approval: [Signature] Date: 5/08/02

S.G.A.

SHAMROCK GAS ANALYSIS

MonsterFM.com/Broadcast Services/KBKH
P.O. Box 688
Shamrock, Texas 79079

August 13, 2002

Mr. Hammond,

I am in receipt of your letter dated August 12, 2002.

First I would like to say that I sincerely regret the trouble you are having in your business venture. As a business owner I am fully aware of the kinds of problems that can crop up and cause you to wonder if you will ever see the light of day. I really hope you find a way to work out your problems and sort out your differences. Shamrock has been lucky to have a radio station and hopefully can continue to enjoy yours.

Turmoil and publicly aired grievances are something I try to stay clear of – both in my personal life and in my business. I realize that is not always a viable option. I do not wish to renew our advertising contract with you at this time. Perhaps, in the future, when everything has calmed down I will reconsider.

I should also tell you that I have dealt with most of the men you refer to in your letter as “small town mafia types” and they have presented a very different picture than you portray.

Jerry Bob Jernigan, in his capacity as constable, had the task of delivering me the worst news any sister can ever receive. He had to come to my home in the middle of the night and tactfully break the news to me of my brother's death. I can honestly say that Jerry Bob's kind and caring words meant more to me than he may ever know.

My family and I have had the pleasure of getting to know Tom Velasquez and his family. Tom is a loving husband, a doting father, and a responsible businessman. I can't help but wonder what his little daughter must think to hear her father being called names on the radio station.

I have dealt with David Rushing on several occasions and have always been treated professionally and courteously.

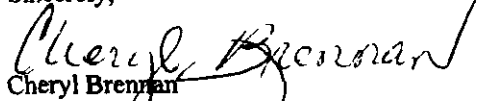
Most, if not all of the men on the board have graciously donated time, money or equipment to help benefit Shamrock and the people who live here.

I believe the people on the board of the Economic Development Commission have always tried to do what they could to improve our community. I don't exactly know what went wrong in your case, but would like you to try and understand that these men are not the monsters you believe them to be. They too have families and whatever your differences, it seems that their families have been just as affected by your personal attacks as you say your family has.

I do hope things will work out well for you and your family. I have paid KRMN escrow account for my advertising as per my agreement and our account is paid in full. Please cancel any further advertising for Shamrock Gas Analysis. I will be happy to talk with you concerning advertising when you have resolved your differences.

This letter is for your personal information and is not intended to be reproduced in part or in full.

Sincerely,


Cheryl Brennan
Shamrock Gas Analysis

Terry Keith Hammond
Pro Se
P.O. Box 688
Shamrock, Texas 79079

District Court of Wheeler County, Texas

FILE FOR RECORD
2002 SEP 30 PM 3:02
SHERI JONES DIST. CLERK
WHEELER COUNTY TEXAS
BY _____

Shamrock Economic Development	) Cause No.: No. <u>11 221</u>
Corporation,)
Plaintiff,	) Release of Properties Unlawfully
vs.	) Seized and Held By Shamrock Economic
Shamrock Broadcasting of Texas, Inc.,	) Development Corporation
Defendant)
)
)
)

Complainant (Terry Keith Hammond) prays that this Honorable Court would order the release of certain properties unlawfully, knowingly and maliciously seized in an unlawful "Texas 15 Minute Eviction" (signed by no Judge or Justice of the Peace but, instead, notarized by the Shamrock Economic Development Corporation Director's secretary) that was both unlawfully and violently executed without any warning by an armed Wheeler County Constable (Jerry Bob Jernigan) and two Shamrock Economic Development Corporation Board members (David Rushing and Tom Velasquez) on or about July 29th, 2002.

Complainant maintains that the above named individuals were fully aware that the seized property was in no way related to a lien signed by the former building tenants (Shamrock Broadcasting of Texas, Inc.) and did willfully and maliciously seize properties not belonging to them with the intent to deprive the rightful owner (Terry Keith Hammond) thereof.

Complainant also maintains that, during the commission of these crimes, his wife and two girls (ages 4 and 7) were both physically and verbally abused by the armed Wheeler County Constable while the other Shamrock Economic Development Board members looked on and took no action to stop such abuse but, instead, encouraged even more abuse.

Complainant also has successfully and legally made a transfer of the federally issued broadcast license (through proper Due Process via the Federal Communications Commission) and, as a result of such federally authorized transfer, Shamrock Economic Development Corporation has, on the advice of John Mann (its attorney), launched a "door to door campaign" that is designed to cause any remaining clients of the new station (KBKH-FM) to both cancel any and all advertising contracts as well as to make payments on any balances due to Shamrock Economic Development by way of a "KRMN Escrow Account" while knowing that such an account is a direct violation of federal regulations as a means of unlawfully redirecting revenues generated with such federally granted license away from the proper license holders. The above mentioned unlawful practice has been going on since February, 2002.

Wherefore, complainant respectfully prays this Honorable Court to immediately order the release of any and all properties belonging to Terry Keith Hammond, his family and any and all acquaintances, business associates, clients, etc. not associated with Shamrock Broadcasting of Texas, Inc. as well as order a copy of any related transcripts from these hearings to be delivered to both the local Office of the District Attorney and the Texas State Bar Association for possible actions against both Shamrock Economic Development Corporation and/or it's attorney(s) for gross incompetence and/or negligence in it's means of handling this and other matters as this Honorable

Court should see fit. Further, as certain personal properties, not the property of Shamrock Economic Development Corporation or in any way associated with Shamrock Broadcasting of Texas, Inc., have already been recovered from waste containers on more than three occasions, Complainant respectfully prays this Honorable Court to issue an immediate injunction barring anyone associated with Shamrock Economic Development Corporation from further destroying, disposing of or in any other way removing and/or tampering with such personal properties as is presently located at 201 North Main Street, Shamrock, Texas, until such time as a legal foreclosure has been granted and proper due process has been served.

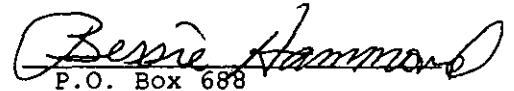
Dated this 15th day of August, 2002


P.O. Box 688

Shamrock, Texas 79079
Terry Keith Hammond
Pro Se

Certificate of Service

I, Bessie P. Hammond, do certify that a true and correct copy of the foregoing Petition for Release of Properties Unlawfully Seized and Held By Shamrock Economic Development Corporation was served upon the Plaintiff by hand delivery by myself and a true and correct copy of the foregoing Petition for Release of Properties Unlawfully Seized and Held By Shamrock Economic Development Corporation was served upon the Defendants by US Mail delivery.



P.O. Box 688
Shamrock, Texas 79079
Bessie P. Hammond

Cause No.: No. _____

Shamrock Economic Development	)	In The 31 st Judicial
)	
Corporation,)	
)	
vs.)	
	)	District Court of
Terry Keith Hammond)	
)	
Bessie Hammond)	
)	
James Turvaville	)	Wheeler County, Texas
)	

Affidavit Of Curtis Knox In Opposition Of Temporary Restraining Order
And In Support Of Return Of Properties Unlawfully "Seized", Held And Disposed
Of By Shamrock Economic Development Corporation

COMES NOW Curtis Knox, a credible person known to me, having been placed under oath by me and files this Affidavit In Opposition Of Temporary Restraining Order And In Support Of Return Of Properties Unlawfully "Seized", Held And Disposed Of, and states herein as follows:

"My name is Curtis Knox and I met Terry Keith Hammond during the last week of January of this year (2002) when he visited Shamrock and announced his plans of transferring the KRMN license into his name and assuming the station's bank payment. Mr. Hammond has not ever at any time made any attempt at concealing his full intentions to me and to anyone else who would listen to him in his discussions of the subject."

"I am personally aware of the fact that Mr. Hammond regularly attended the EDC meetings and, at each and every possible occasion. I am also aware that he made his intentions of assuming the payment on the station known and had his attempts at purchasing the station rejected on each and every occasion, even though he had replaced, at his own expense and with no assistance from Shamrock EDC, a vast majority of the equipment that had been carried to Florida by the previous station management."

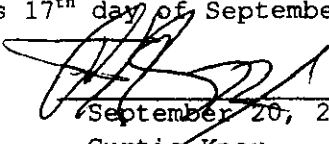
"In reference to the above statement and based upon my own personal observations, the station's previous management had removed nearly all of the equipment and had also removed each and every tape, record and CD (compact disk) from the property upon leaving such that, upon arrival, there was almost nothing for Mr. Hammond to work with. In my own words, if it wasn't bolted down, it went with the previous management to Florida."

"In fact, each and every CD in the building and a great deal of the equipment in the building even today was brought in by Mr. Hammond in one of several trips he and/or his wife made to Baton Rouge, Louisiana, for the sole purpose of re-equipping and re-supplying the radio station that had been removed by the previous management. I can attest to this because I was personally a witness to the arrival of several U-Haul trailers towed behind Mr. And Mrs. Hammond's vehicle that always arrived loaded with CD's and equipment and always went away empty. There are several other residents in the community who can also attest to these facts as some of our local Shamrock Residents actually assisted Mr. Hammond in carrying some of the larger pieces of equipment up the doorsteps of the radio station building. In

fact, in the last trip from Louisiana, I personally assisted Mr. Hammond in carrying some equipment into the building and can personally attest to the fact that the said equipment is still standing inside the building located at 201 North Main Street in Shamrock, Texas, despite Mr. Hammond's repeated attempts at causing Mr. David Rushing to release this equipment to Mr. Hammond, it's rightful owner."

"I would honestly like to see the properties that can still be returned to its rightful owners, particularly the children's toys and playthings, returned as soon as possible."

Dated this 17th day of September, 2002


September 20, 2002 by:

Curtis Knox

Shamrock, Texas 79079

Subscribed and Sworn to before me on this 17th say of September, 2002.


Notary Public


My Commission Expires

Cause No.: No. _____

REC'D 11/10/03

SEP 22 2003

Shamrock Economic Development	)	In The 31 st Judicial
Corporation,)	
)	
vs.)	
	)	District Court of
Terry Keith Hammond)	
)	
Bessie Hammond)	
)	
James Turvaville	)	Wheeler County, Texas
)	

Affidavit Of Revena Emmert In Opposition Of Temporary Restraining Order
And In Support Of Return Of Properties Unlawfully "Seized", Held And Disposed
Of By Shamrock Economic Development Corporation

COMES NOW REVENA EMMERT, an unbiased associate and friend of both the Plaintiffs and the Defendants in the above captioned action, a credible person known to me, having been placed under oath by me and files this Affidavit In Opposition Of Temporary Restraining Order And In Support Of Return Of Properties Unlawfully "Seized", Held And Disposed Of, and states herein as follows:

"My name is Revena Emmert and I met Terry Keith Hammond during the last week of January of this year (2002) when he visited Shamrock in preparation for both transferring the KRMN license into his name and assuming the station's bank payment. Mr. Hammond has never at any time made any attempt at concealing his full intentions to me and to anyone else who would listen to him in his discussions of the subject."

"I am personally aware of the fact that Mr. Hammond regularly attended the EDC meetings and, at each and every possible occasion, he made his intentions of assuming the payment on the station known and had his attempts at purchasing the station rejected on each and every occasion, even though he had replaced, at his own expense and with no assistance from Shamrock EDC, a vast majority of the equipment that had been carried to Florida by the previous station management."

"In reference to the above statement, the station's previous management had removed nearly all of the equipment and had removed each and every tape, record and CD (compact disk) from the property upon leaving such that, upon arrival, there was almost nothing for Mr. Hammond to work with."

"In fact, each and every CD in the building and a great deal of the equipment in the building even today was brought in by Mr. Hammond in one of several trips he and/or his wife made to Baton Rouge, Louisiana, for the sole purpose of re-equipping and re-supplying the radio station that had been removed by the previous management. I can attest to this because I was personally a witness to the arrival of several U-Haul trailers towed behind Mr. And Mrs. Hammond's vehicle that always arrived loaded with CD's and equipment and always went away empty. There are several other residents in the community who can also attest to these facts as some of our local Shamrock Residents actually assisted Mr. Hammond in carrying some of the larger pieces of equipment up the doorsteps of the radio station building."

"On or about July 29th, 2002, I had occasion to go to the radio station shortly after noon. I was met at the door by Mr. And Mrs. Hammond's seven-year-old daughter, Danielle, who was very distraught and obviously in a near state of panic. The child asked me to, 'Please tell me what these bad people

are doing to my mommy and daddy. They won't let us have our toys and other stuff back.' I also had occasion to observe the Hammond's younger 4-year-old daughter, Kendall. She was also in just such a disturbed state and this very greatly concerned me to see such young children disturbed in such an obviously callous manner so, I determined to enter the building in order to more closely observe just exactly what was going on."

"Upon entering the building at 201 North Main Street in Shamrock, a place of business that is generally open to the public, I was confronted by a group of three individuals consisting of David Rushing, Tom Velasquez and Jerry Bob Jernigan, all of whom are known to me to be members of the Shamrock Economic Development Corporation's board of directors."

"These men were ordering the Hammond's to place all of their belongings, not distinguishing between what was personal or otherwise, in garbage bags and placing the bags in the center of the break-room area of the radio station. The men would then go through the Hammond's belongings and allow them to remove a very small percentage of the belongings from the building."

"However, there were certain items that the men refused to allow the Hammond's to remove from the building that were very disturbing to me because it seemed that the men were particularly targeting the belongings of the children and anything that they could figure Mr. Hammond might use in his other line of business. I observed this for just a few seconds and was then ordered to 'Get out of here and go back to where you belong before something bad happens' by Jerry Bob Jernigan, who is known to me as our local County Constable. He reached down and placed his hand on his gun as he said these words to me and I was sincerely beginning to become fearful of what action he

might next take so, I complied with his demand and left the property, still greatly concerned for the safety of both the Hammond's and their children."


"It is my most sincere opinion that this kind of behavior was absolutely uncalled for and that the entire situation could've been handled in a much more professional and more suitable fashion had these gentlemen followed proper procedures and stayed within our legal system which does make allowances for just such a situation."

"I am also sincerely surprised that someone was not severely injured or even killed due to just such reckless activities as this on the part of these gentlemen and feel that, at some point in the future, they will attempt just such actions with someone who will not be as tolerant of their behavior as has been Mr. Hammond and the several others that have been treated to just such behavior as this in the past."

"I also fully believe that it would be in the best interest of everyone involved if the Hammond's would be allowed to pick up their belongings at the earliest possible time because I see more and more of these belongings being carried out by David Rushing and have personally seen items disposed of into the dumpster behind Mr. Rushing's office by him, personally. I also know this property to belong to the Hammond's and not to be in any way involved in the properties claimed as being involved in the current foreclosure proceeding that is currently before the court between Shamrock Economic Development Corporation and Shamrock Broadcasting of Texas, Inc. This property that David Rushing and Shamrock EDC is currently disposing of on an almost daily basis is in no way related to that foreclosure case."

"I would honestly like to see the properties that can still be returned to it's rightful owners, particularly the children's toys and playthings, returned as soon as possible."

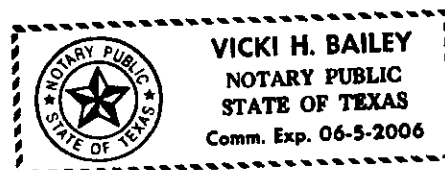
Dated this 17th day of September, 2002


September 17, 2002 by:
Revena Emmert
Shamrock, Texas 79079

Subscribed and Sworn to before me on this 17th say of September, 2002.


Notary Public

06-05-2006
My Commission Expires





207 N. Main • Shamrock, TX 79079 • (806) 256-2516 • FAX (806) 256-3739 • 1-877-IRISH.TX

08-28-2002

ON FRIDAY FEBRUARY 8TH JIMMY DONCHEZ FROM KRMN RADIO CAME TO THE EDC OFFICE AND TOLD ME THAT JOHN KEIRNAN AND HIMSELF WOULD BE LEAVING TO GO MOVE TO FLORIDA. HE STATED THAT IT WOULD BE SEVERAL WEEKS BEFORE THEY WOULD LEAVE. I TOLD HIM THAT WAS GOOD BECAUSE I WAS GOING TO CALIFORNIA AND WOULD RETURN THE NEXT FRIDAY. JIMMY STATED THAT THEY WOULD HAVE A CONTRACT DRAWN UP FOR THE MAN WHO WOULD BE RUNNING THE STATION. HE ALSO STATED THAT THEY WOULD CONTINUE TO TRY AND SELL THE STATION.

ON MONDAY FEB. 11TH I RECEIVED A CALL FROM TOBY BROOKS ON MY CELL PHONE IN WHICH HE TOLD ME THE RADIO GUYS HAD A U-HAUL TRUCK AT THEIR HOUSE. I CALLED KRMN RADIO IMMEDIATELY AND TALKED TO JOHN KEIRNAN WHICH JOHN ASSURED ME THEY WOULD NOT BE LEAVING UNTIL I HAD RETURNED. HE TOLD ME THAT JIM FLING WAS IN THE PROCESS OF DRAWING UP A CONTRACT BETWEEN THE MAN WHO WOULD BE RUNNING THE STATION FOR THEM. I TOLD JOHN THAT NO CONTRACT WAS TO BE EXECUTED WITHOUT BOARD APPROVAL. IF IT WAS GOING TO BE DONE BEFORE I RETURNED THAT JERRY BOB JERNIGAN MUST SIGN OFF ON THE DEAL AS PRESIDENT. JOHN AGREED AND STATED JIM FLING DID'NT HAVE THE PAPERS READY ANYWAY.

THE MOMENT THAT I HUNG UP THE PHONE FROM JOHN KEIRNAN I CALLED JIM FLINGS OFFICE. JIM WAS IN COURT AND I TALKED TO DANA. I TOLD DANA WHAT I HAD TOLD JOHN AND SHE TOLD ME SHE WOULD LET JIM KNOW WHAT OUR WISHES WERE.

WHEN I RETURNED FROM CALIFORNIA I HAD A MESSAGE TO CALL JERRY BOB JERNIGAN ASAP. I CALLED JERRY BOB AND HE TOLD ME JOHN KEIRNAN AND JIMMY DONCHEZ HAD LEFT TO GO TO FLORIDA. THEY HAD BROUGHT IN A GUY BY THE NAME OF TERRY KEITH HAMMOND. KEITH WAS AT A LOSS BECAUSE HE STATED HE HAD BEEN TOLD IF HE WOULD COME AND RUN THE STATION AND PAY THE BILLS HE COULD HAVE WHAT WAS LEFT OVER. THIS WAS TOLD TO HIM BY JOHN AND JIMMY. KEITH STATED THAT JOHN AND JIMMY HAD TOLD

HIM TO BE IN SHAMROCK ON WEDNESDAY FEBRUARY 13TH OR THEY WOULD LOCK THE DOORS AND LEAVE. WHEN KEITH ARRIVED JIMMY TOLD HIM TO START COPYING COMPUTER FILES CAUSE THEY WERE LEAVING THAT AFTERNOON OR EVENING. KEITH STATED THAT THEY CAME BACK LATER ON WEDNESDAY AND LOADED 3 COMPUTERS AND A GAS GENERATOR IN WHICH HE HELD THE DOORS OPEN FOR THEM.

I MET WITH KEITH ON FRIDAY FEBRUARY 15TH AND HE WAS NOT SURE WHAT TO DO. WE HAD AN EDC MEETING SCHEDULED FOR MONDAY THE 18TH. I CONSULTED OUR ATTORNEY JOHN MANN AND I WAS TOLD WE SHOULD SET UP AN ESCROW ACCOUNT TO HANDLE ALL ACCOUNTS RECIEVABLE AND ACCOUNTS PAYABLE.

ON MONDAY FEB. 18TH THE BOARD MET AND DECIDED TO TRY AND KEEP THE STATION ON THE AIR AND SET UP THE ESCROW ACCOUNT AS RECOMMENDED BY OUR ATTORNEY. WE THEN TABLED ANY FURTHER ACTION UNTIL FRIDAY FEB. 22, 2002 WHEN A PROSPECTIVE BUYER WAS GOING TO BE IN TOWN TO LOOK AT THE STATION.

ON FRIDAY FEB 25TH 2002 THE EDC MET AGAIN AND MADE A MOTION TO SEEK LEGAL COUNCIL TO FORECLOSE THE LEAN ON KRMN RADIO. A MOTION WAS MADE BY GEORGE HOOTEN SR. SECONDED BY BIFF HORROCKS TO PAY KEITH HAMMOND \$300.00 PER WEEK TO MANAGE THE RADIO STATION UNTIL FURTHER NOTICE. THIS ACTION WAS UNANIMOUSLY APPROVED.

KEITH WAS PAYED WEEKLY \$300.00 FOR OPERATION OF THE KRMN RADIO STATION.

ON FEBRUARY 19TH 2002 THE KRMN ESCROW ACCOUNT WAS SET UP AT NBC BANK IN SHAMROCK TEXAS. KEITH WAS INSTRUCTED THAT ALL MONEY RECEIVED WOULD BE BROUGHT TO SHAMROCK EDC AND IT WOULD BE DEPOSITED IN THE KRMN ESCROW ACCOUNT. HE WAS ALSO INSTRUCTED TO BRING ALL BILLS RELATED TO KRMN RADIO STATION TO THE EDC FOR PAYMENTS FROM THE ESCROW ACCOUNT. THIS WAS DONE BY KEITH ON ALMOST A DAILY BASIS. ON SEVERAL OCCASIONS KEITH HAD PURCHASED EQUIPMENT NEEDED AT THE STATION AND WAS REEMBERSERD THROUGH THE ESCROW ACCOUNT.

THE WEEK OF 5-15-2002 KEITH CAME TO ME AND TOLD ME THAT HIS WIFE HAD ACCIDENTLY DEPOSITED A CHECK FROM SHAMROCK GAS ANALISIS FOR \$200.00 IN THEIR CHECKING ACCOUNT IN LOUISIANA AND ASK IF I COULD JUST HOLD OUT THE \$200.00 FROM WHAT I PAYED HIM. I OWED KEITH A CHECK FROM 5-10-2002 SO I PAYED HIM TWO WEEKS TOGETHER LESS THE \$200.00 FROM THE (SGA) CHECK.

KEITH TOLD ME THAT THE SGA CHECK SOME HOW GOT IN WITH HIS ENGINEERING CHECKS.

WE CONTINUED WORKING AS NORMAL UNTIL MAY 13TH AND AT OUR REGULAR MEETING KEITH ASKED THE BOARD FOR SOME FORM OF EMPLOYMENT COMMITMENT. HE REQUESTED A LETTER STATING HE COULD BUY THE STATION AS SOON AS THE FORCLOSURE WAS COMPLETE. IT WAS EXPLAINED TO KEITH AT THAT MEETING THAT WE WOULD PUT THE STATION UP FOR BIDS WHEN THE FORECLOSURE WAS COMPLETE.

ON JULY 9TH 2002 I RECEIVED AN E-MAIL FROM A BROKER NAMED JIM HOFFMAN THE E-MAIL STATED CONGRATULATIONS! IT LOOKS LIKE IT'S GOING TO WORK FOR YOU AND THE SEDC... AND ATTACHED WAS AN ARTICLE FROM A RADIO INTERNET PAGE IT STATED

07-8-02 N/C KRMN-FM SHAMROCK TX FROM TURBO RADIO LIMITED PARTNERSHIP (JAMES TURVAVILLE) TO TERRY KEITH HAMMOND. ACCORDING TO THE FCC APPLICATION, "TRANSFER IS SOUGHT DUE TO STATIONS NEAR FINANCIAL INSOLVENCY. "IT STATES THAT HAMMOND HAS AGREED TO SERVE AS MANAGER AND PAY UNSPECIFIED OUTSTANDING DEBTS " THAT ARE IMPOSSIBLE FOR ASSIGNOR TO PAY DUE TO ILLNESS AND OUTSIDE FINANCIAL OBLIGATIONS."NOTE: THIS STATION HAS A CP TO UPGRADE FROM 6KW ON 92.7 MHZ TO 50KW ON 92.9MHZ.

IN CHECKING THE FCC WEBSITE I FOUND THAT KEITH HAD FILED FOR THE LICENSE CHANGE WITH THE INTENTION OF OPENING HIS OWN STATION WITH A SIMPLE TRANSFER OF THE LICENSE FROM TURBO RADIO LIMITED PARTNERS. THIS WOULD STOP ANY HOPES OF THE EDC BEING ABLE TO SELL THE RADIO STATION TO ANYONE ELSE WITHOUT OBTAINING A WHOLE NEW LICENSE.

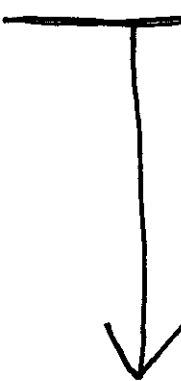
I CONTACTED OUR ATTORNEY, AND JOHN MANN AND MYSELF MET WITH KEITH ON JULY 15TH IN THE EDC OFFICE ABOUT THE TRANSFER OF THE LICENSE KEITH EXPLAINED THAT JAMES TURVAVILLE HAD INITIATED THE LICENSE TRANSFER BUT HE WANTED TO BUY THE RADIO STATION BUILDING AND EQUIPMENT FROM SHAMROCK EDC. KEITH TOLD JOHN MANN AND I THAT HE WOULD PETITION TO STOP THE TRANSFER OF THE LICENSE IF HE COULD BUY THE THE RADIO STATION. I CALLED A SPECIAL MEETING OF THE EDC ON JULY 19TH 2002. THIS MEETING WAS A CLOSED MEETING WITH OUR LAWYER AND KEITH HAMMOND .

I VISITED WITH KEITH BECAUSE THE STATION WAS OFF THE AIR HE HAD STATED TO THE BOARD THAT HE WOULD BE BACK ON THE

AIR BY SUNDAY JULY 21ST. THE STATION WAS OFF THE AIR UNTIL EARLY THURSDAY MORNING JULY 25TH. ON SATURDAY JULY 27TH I HERD AN ANNOUNCEMENT ON THE RADIO THAT THE STATION CALL LETTERS HAD BEEN CHANGED TO KBKH AND THEN A MESSAGE FROM JIM TURVAVILLE STATING HE HAD TRANSFERRED THE LICENSE TO TERRY KEITH HAMMOND.

ON MONDAY JULY 29TH I CONTACTED OUR ATTORNEY JOHN MANN AND LET HIM KNOW ABOUT THE STATUS OF THE RADIO STATION. AT THAT TIME THE DECISION WAS MADE TO TERMINATE KEITH AS OPERATOR OF THE STATION LOCATED AT 201 N. MAIN ST SHAMROCK TEXAS. KEITH AND HIS FAMILY WERE AT THE RADIO STATION BUILDING ON MAIN ST SHAMROCK. HE WAS ISSUED A TRESSPASS WARNING AND ALLOWED 2 HOURS TO GATHER UP PERSONAL ITEMS SUCH AS CLOTHING , FOOD , PICTURES ETC. NO EQUIPMENT WAS ALLOWED TO BE TAKEN. WHEN WE TURNED THE POWER OFF AT THE STATION THE RADIO STATION WAS STILL ON THE AIR. KEITH HAD ALREADY MOVED THE RADIO STATION TO HIS HOUSE AND WAS BROADCASTING.

KEITH BEGAN ON MONDAY AFTERNOON WITH HIS VERBAL ATTACKS OF THE SHAMROCK EDC BOARD MEMBERS JERRY BOB JERNIGAN, TOM VELASQUEZ, AND DIRECTOR DAVID RUSHING.



TERESA CALDWELL CONTACTED ME ON ABOUT JULY 31ST. AND SHOWED ME A CHECK IN WHICH KEITH HAD PICKED UP FROM HER ON 4-03-2002 AND TOLD HER TO LEAVE THE PAYEE PORTION BLANK BECAUSE HE WOULD FILL THAT IN.

AFTER RECEIVING THE CHECK FROM TERESA I BEGAN LOOKING AT OTHER ADVERTISERS WHO I KNEW HAD BEEN ADVERTISING WITH KRMN. IN RESEARCHING THE KRMN ESCROW ACCOUNT I FOUND THAT SEVERAL ADVERTISERS HAD NEVER PAYED THEIR BILL OR HAD NOT CONSISTANTLY PAYED. I CONTACTED THESE ADVERTISERS AND ASK ABOUT THEIR ADVERTISING BILLS. WARE CHEVEROLET HAD PAYED \$400.00 ON 5-14-2002 TO KRMN AND MONSTER FM.COM WAS ADDED TO THE PAY TO THE ORDER OF LINE ON THE CHECK. THE BACK OF THE CHECK WAS ENDORSED BY BESSIE HAMMOND ACCT#1591504491 AND DEPOSITED AT BANK ONE BEDFORD TX. MC DONALDS CHECK DATED 7-4-2002 FOR \$375.00 WAS TYPED KRMN AND HAND WRITTEN MONSTER FM . COM THE BACK OF THE CHECK WAS STAMPED FOR DEPOSIT ONLY AND HAND WRITTEN ACCT.#1591504491 AND AGAIN STAMPED BEDFORD TX BANK ONE.

I CONTACTED JORDAN ASSOCIATES AND ASKED KARI ANDREWS IF THEY HAD PAYED KRMN WITHIN THE DATES OF FEB. 19TH 2002 WHEN THE ESCROW ACCOUNT WAS ESTABLISHED UNTIL JULY 29TH 2002. SHE

STATED SHE WOULD CHECK IT OUT AND IF THEY DID SHE WOULD FAX ME A COPY OF THE CHECKS. ON 8-12-2002 KARI FAXED ME A COPY OF THE NON-NEGOTIABLE CHECKS (A COPY) THEY WERE CLEARLY MADE OUT TO KRMN-FM. I CALLED KARI BACK AND I TOLD HER I NEEDED A COPY OF THE CHECKS FRONT AND BACK. SHE FAXED THE FRONTS AND BACK OF THE CHECKS BACK TO ME WITHIN THE HOUR. THE FRONTS OF THE CHECKS WERE TYPED KRMN-FM AND HAND WRITTEN /MONSTER FM.COM THERE WERE 3 CHECKS ONE DATED 4-9-02 FOR THE AMOUNT OF \$288.05 ONE CHECK DATED 5-10-2002 IN THE AMOUNT OF \$288.05. THE LAST CHECK WAS IN THE AMOUNT OF \$444.04 DATED 6-12-02. ALL CHECKS ARE ENDORSED. IN HAND WRITTEN SIGNATURES OF BESSIE P. HAMMOND ACCT#1591504491 AND STAMPED WITH A BANK ONE BEDFORD TX ADDRESS.

I RECEIVED A CHECK FROM MESQUITE CANYON STEAKHOUSE WRITTEN OUT TO KRMN DATED 7-24-02 FOR THE AMOUNT OF \$50.00 AND ENDORSED FOR DEPOSIT ONLY ACCT #1591504491 AND AGAIN STAMPED AT BANK ONE BEDFORD TX.

I RECEIVED A CHECK FROM MITCHELLS RESTURANT DATED 5-29-02 IN THE AMOUNT OF \$25.00 MADE OUT TO KRMN IN BLUE INK AND A /MONSTER FM.COM IN BLACK INK ADDED TO THE PAY TO THE ORDER LINE AGAIN ENDORSED BY BESSIE HAMMOND ACCT#1591504491 AND STAMPED BANK ONE BEDFORD TX.

I NOTICED THAT NATIONAL BANK OF COMMERCE HAD NOT PAYED FOR AN AD IN A WHILE AND HAD BEEN ADVERTISING. I CONTACTED SONNY HILBURN ON AUGUST 2ND AND ASKED HIM ABOUT THE ADVERTISING WITH KRMN. HE HAD THE NBC BANK IN PAMPA SEND OVER A COPY OF THE CONTRACT WITH KRMN RADIO IN SHAMROCK. THIS CONTRACT WAS DATED 5-8-02 AND WAS WORKED BY JODY RITCHIE. SONNY LOOKED ON THE COMPUTER AND TOLD ME WE HAD A CHECK COMING FOR 2 MONTHS ADVERTISING DATE 8-01-02. ON 08-07-02 I WAS WITH DEPUTY SHERIFF RICK WALDEN SHOWING HIM THE CHECKS I HAD RECEIVED FROM THE ABOVE MENTIONED ADVERTISERS WHEN MY PHONE RANG AND OUR ATTORNEY JOHN MANN ASKED FOR RICK. JOHN EXPLAINED THAT ONE OF HIS OFFICE ASSISTANTS WAS IN A BANK AT WHEELER AND BESSIE HAMMOND WAS THERE TRYING TO CASH A CHECK FROM FIRST NATIONAL BANK WAUPACA WI. THE MAIN BANK FOR NATIONAL BANK OF COMMERCE IN SHAMROCK TEXAS. RICK CALLED THE COUNTY SHERIFF JIMMY ADAMS AND HAD HIM GO TO THE BANK AND HOLD BESSIE HAMMOND. RICK CALLED ME A FEW MINUTES LATER AND CONFIRMED THE AMOUNT FOR THE KRMN CHECK AND RETURNED THE CHECK TO THE NBC BANK AND I MET HIM THERE AND WE DEPOSITED THE \$690.00 CHECK IN THE KRMN ESCROW ACCOUNT.

IN CLEANING UP THE BUILDING VACATED BY TERRY KEITH HAMMOND AND HIS FAMILY I FOUND A LOCAL PROGRAMMING AND MARKETING AGREEMENT. THIS AGREEMENT WAS DATED MARCH 15TH 2002. THIS AGREEMENT SHOWED SHAMROCK EDC AS THE LICENSEE OF KRMN AND KEITH HAMMOND, PRES. MONSTER FM.COM/BROADCASTING. THIS AGREEMENT WAS NEVER PRESENTED TO SHAMROCK ECONOMIC DEVELOPMENT CORPORATION. AFTER DEPUTY RICK WALDEN HAD TALKED TO THE HAMMONDS ABOUT THE CASHING OF THE CHECKS HE WAS GIVEN A COPY OF A LOCAL PROGRAMMING AND MARKETING/ PURCHASE AGREEMENT.

THIS AGREEMENT WAS DATED FEBRUARY 2ND 2002 BETWEEN TERRY KEITH HAMMOND AND KRMN LICENSE HOLDER JAMES TURVAVILLE, ACTING AS GENERAL PARTNER OF TURBO RADIO LIMITED PARTNERSHIP(LICENSEE) AS RECOGNIZED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC).

MY QUESTION IS IF THE AGREEMENT WAS MADE ON FEB. 2ND 2002 (TERRY KEITH HAMMOND DID NOT ARRIVE IN SHAMROCK TEXAS UNTIL FEB. 13TH 2002) WHY WAS ANOTHER AGREEMENT MADE SHOWING THE SHAMROCK EDC AS THE LICENSEE EVEN NEEDED ON MARCH 15TH 2002.

AN INVENTORY OF THE EQUIPMENT THAT SHAMROCK BROADCASTING HAD IN THE BUILDING AT 207 N. MAIN ST SHAMROCK TEXAS IN WHEELER COUNTY TEXAS. THERE WERE SEVERAL ITEMS MISSING FROM THAT LOCATION. THIS INVENTORY LIST WAS PROVIDED TO THE SHAMROCK EDC AT THE TIME THE NOTE WAS REDONE ON 2-27-2001 BY JOHN KIERNAN, JOHN PALUMBO, AND JIMMY DONCHEZ. THE ATTACHED SHEET IS A LIST OF EQUIPMENT MISSING FROM THE KRMN BUILDING LOCATED AT 207 N. MAIN ST. SHAMROCK TEXAS AND THE TOWER SITE LOCATED JUST NORTH OF TWITTY IN WHEELER COUNTY TEXAS.

THIS STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



DAVID RUSHING
SHAMROCK ECONOMIC DEVELOPMENT

